

SCHEDULE 9.5

PROVISIONING OF NETWORK ELEMENTS

9.5 Provision of Network Elements.

9.5.1 General Provisioning Requirements.

9.5.1.1 Subject to the terms of **Article IX**, CLEC may order and/or request Network Elements on an unbundled basis either individually or as Combinations. “Combinations,” as used in this Schedule, shall refer only to Combinations defined in Article IX, Section 9.11 *and Appendix UNE Combining*. Access to UNEs is provided under this ICA over such routes, technologies and facilities as SBC may elect at its own discretion. SBC will provide access to UNEs where technically feasible. Where facilities and equipment are not available, SBC shall not be required to provide UNE. However, CLEC may request and, to the extent required by law, SBC may agree to provide UNEs, through the Bona Fide Request (BFR) Process.

9.5.1.2 Any additional Combination provided previously hereunder by SBC-AMERITECH pursuant to the Bona Fide Request process shall be identified and described by CLEC so that they can be ordered and provisioned as a Combination and shall not require the enumeration of each Network Element within that Combination on each provisioning order; provided that on each case CLEC shall specify on each order the type of service to be provided as well as the engineering and routing characteristics (e.g., redundancy requirements and data transfer rates) CLEC requests for such Combination.

A telecommunications carrier who submits a request for any additional Combination provided previously hereunder by SBC-Ameritech pursuant to the Bona Fide Request process shall provide:

- (a) a technical description of each requested feature, capability, functionality or unbundled network element requested including specification of what UNEs the telecommunications carrier requests the Company to combine, or*
- (b) a service provided by the Company that the telecommunications carrier wishes to provide through an ordinarily combined combination of UNEs. This includes retail services provided by the Company that may be requested, on a UNE basis.*

9.5.1.3 CLEC may order from SBC-AMERITECH multiple individual Network Elements on a single order without the need to have CLEC send an order for each such Network Element if such Network Elements are: (i) for a single type of service, (ii) for a single location, and (iii) for the same account.

9.5.1.4 SBC-AMERITECH shall provide all provisioning services to CLEC during the same business hours SBC-AMERITECH provisions similar services for its end user customers, but at a minimum Monday-Friday, 8:00 a.m. to 5:00 p.m. SBC-AMERITECH will provision non-coordinated standalone number portability-only cut-overs on Saturdays, 8:00 a.m. to 5:00 p.m. and on Sundays from 8:00 a.m. to 5:00 p.m., except during hours on Sundays when the Regional Service Management System (“**RSMS**”) is unavailable due to update or maintenance activity. Provisioning of non-coordinated standalone number portability cut-overs on Sundays is subject to CLEC obtaining industry agreement that all carriers will conduct their Local Service Management Systems (“**LSMS**”) update or maintenance activity on Sundays during the same maintenance window as the RSMS. Recurring charges for Sunday provisioning of non-coordinated standalone number portability cut-overs will be developed via the BFR process and will be set forth on the **Pricing Schedule**. CLEC agrees to reimburse SBC-AMERITECH for reasonable costs incurred in developing the capability for Sunday provisioning of non-coordinated standalone LNP cutovers, as provided in the applicable BFR process. Such charges shall be paid, and reimbursed when applicable, as provided in the Bona Fide Request process. If CLEC submits a Bona Fide Request that SBC-AMERITECH perform provisioning services or complete service requests at times or on days other than as required in the preceding sentences, rates for such services will be developed via the Bona Fide Request process, and be set forth on the **Pricing Schedule**.

9.5.1.5 SBC-AMERITECH shall provide a Single Point of Contact (each, a “**SPOC**”) for ordering and provisioning contacts and order flow involved in the purchase and provisioning of SBC-AMERITECH’s unbundled Network Elements or Combinations. The SPOCs shall provide an electronic interface twenty-four (24) hours a day, seven (7) days a week for all ordering and provisioning order flows. Each SPOC shall also provide to CLEC a toll-free nationwide telephone number (operational from 8:00 a.m. to 5:00 p.m., Monday through Friday) which will be answered by capable staff trained to answer questions and resolve problems in connection with the provisioning of Network Elements or Combinations.

9.5.1.6 SBC-AMERITECH shall provide to CLEC a single point of contact (the “**Local Service Center**” or “**LSC**”) for ordering unbundled Network Elements. A national toll-free number will be provided. This LSC is responsible for order acceptance, order issuance, and return of the Firm Order Confirmation (“**FOC**”) to CLEC as specified in this Schedule 9.5. In addition, SBC-AMERITECH shall provide to CLEC a single point of contact (the “**Local Operations Center**” or “**LOC**”) for all provisioning, maintenance, repair, and cut-over coordination. A national toll-free number will be provided twenty-four (24) hours a day, seven (7) days a week.

9.5.1.7 SBC-AMERITECH will recognize CLEC as the Customer of Record of all Network Elements on an unbundled basis and agreed to Combinations ordered by CLEC and will send all notices, invoices and pertinent Customer information directly to CLEC.

9.5.1.8 SBC-AMERITECH may not initiate any disconnection or rearrangement of any CLEC ordered Network Element on an unbundled basis or Combination, except as directed by CLEC or as otherwise provided in this Agreement.

9.5.1.9 SBC-AMERITECH will provide CLEC with a Firm Order Confirmation (“**FOC**”) for each order for all network elements on an unbundled basis. The FOC shall contain an enumeration of CLEC’s ordered Network Elements, services or Combination features, options, physical Interconnection, quantity and a due date for the order. SBC-AMERITECH must return the FOC for unbundled elements and Combinations within five (5) hours of SBC-AMERITECH’s receipt of any electronically submitted order and within twenty-four (24) hours of SBC-AMERITECH’s receipt of any manually submitted (faxed) order.

9.5.1.10 Upon work completion, SBC-AMERITECH will provide CLEC electronically (unless otherwise notified by CLEC) with an order completion per order that states when that order was completed. SBC-AMERITECH shall respond with specific order detail as enumerated on the FOC and shall state any additional charges (e.g., time and materials charges) up to a previously agreed upon limit associated with that order.

9.5.1.11 SBC-AMERITECH will perform pre-testing of Network Elements in accordance with SBC-AMERITECH’s standards. At CLEC’s request, SBC-AMERITECH will make available to CLEC on a weekly batch basis any available test and turn-up results in support of the Network Elements or Combinations ordered by CLEC. CLEC shall be responsible for any costs incurred by SBC-AMERITECH to provide copies of any available results. If CLEC requests SBC-AMERITECH to provide CLEC with any test or turn-up results which SBC-AMERITECH does not then generate, CLEC shall request such results through the Bona Fide Request process.

9.5.1.12 As soon as identified, SBC-AMERITECH shall provide notification electronically of CLEC orders that are incomplete or incorrect and therefore cannot be processed.

9.5.1.13 After issuance of a FOC, if Ameritech determines that the order cannot be provisioned on the originally estimated date, or the CLEC requests a change in the due date, Ameritech will issue a revised FOC.

9.5.1.14 Subject to **Article IX**, Network Elements and Combinations will be provisioned with a combination of customer-specific and bulk orders as specified by CLEC.

9.5.1.15 SBC-AMERITECH shall provide to CLEC upon request:

- (a) a list of all services and features technically available from each switch that SBC-AMERITECH may use to provide Local Switching, by switch CLLI;
- (b) a listing by street address detail, of the service coverage area of each switch CLLI;
- (c) when available, all engineering design and layout information for each Network Element and Combination; provided that CLEC shall pay SBC-AMERITECH for the costs incurred by SBC-AMERITECH to provide CLEC with copies of such information.
- (d) a listing of all technically available functionalities for each Network Element or Combination.
- (e) advanced information on the details and requirement for planning and implementation of NPA splits.

9.5.1.16 Within twenty-four (24) hours of CLEC's request, SBC-AMERITECH will perform cooperative testing with CLEC (including trouble shooting to isolate any problems) to test Network Elements or Combinations purchased by CLEC in order to identify any performance problems.

9.5.1.17 For orders of Network Elements (and LNP with the installation of a Loop) that require coordination among SBC-AMERITECH, CLEC and CLEC's Customer, CLEC shall be responsible for any necessary coordination with the CLEC Customer.

9.5.2 Unbundled Local Loop Transmission.

9.5.2.1 Access to Unbundled Local Loops.

9.5.2.1.1 CLEC may access SBC-AMERITECH's Unbundled Local Loops via Collocation or in accordance with **Article IX** of this Agreement at the SBC-AMERITECH Wire Center where that element exists and each Loop shall be delivered to CLEC's Collocation by means of a Cross-Connection, which shall be an additional charge.

This Section describes the connection methods under which **SBC-AMERITECH** agrees to provide CLECs with access on an unbundled basis to loops, switch ports, and dedicated transport and the conditions under which **SBC-AMERITECH** makes these methods available. These methods provide CLEC access to multiple **SBC-AMERITECH** UNEs which the CLEC may then combine. The methods listed below provide CLEC with access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

9.5.2.1.1.1 Subject to availability of space and equipment, CLEC may use the methods listed below to access and combine UNE loops, switch ports, and dedicated transport within a requested **SBC-AMERITECH** Central Office.

(Method 1)

SBC-AMERITECH will extend **SBC-AMERITECH** UNEs requiring cross connection to the CLEC's Physical Collocation Point of Termination (POT) when the CLEC is Physically Collocated, in a caged or shared cage arrangement, within the same Central Office where the UNEs which are to be combined are located.

(Method 2)

SBC-AMERITECH will extend **SBC-AMERITECH** UNEs that require cross connection to the CLEC's UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the UNEs which are to be combined are located.

(Method 3)

SBC-AMERITECH will extend **SBC-AMERITECH** LEC's UNE frame that is located outside the **SBC-AMERITECH** Central Office where the UNEs are to be combined in a closure such as a cabinet provided by **SBC-AMERITECH** on **SBC-AMERITECH** property

9.5.2.1.2 The following terms and conditions apply to all methods when **SBC-AMERITECH** provides access pursuant to this Schedule.

9.5.2.1.2.1 Within ten (10) business days of receipt of a written request for access to UNEs involving three (3) or fewer Central Offices, **SBC-AMERITECH** will provide a written reply notifying the requesting CLEC of the method(s) of access available in the requested Central Offices. For requests impacting four (4) or more Central Offices the Parties will agree to an implementation schedule for access to UNEs.

9.5.2.1.2.2 Access to UNEs via Method 1 is only available to Physically Collocated CLECs. Access to UNEs via Method 2 and Method 3 is available to both Collocated and Non-Collocated CLECs. Method 2 and Method 3 are subject to availability of **SBC-AMERITECH** Central Office space and equipment.

9.5.2.1.2.3 The CLEC may cancel the request at any time, but will pay **SBC-AMERITECH** reasonable and demonstrable costs for modifying **SBC-AMERITECH** Central Office up to the date of cancellation.

9.5.2.1.2.4 CLECs may elect to access **SBC-AMERITECH** UNEs through Physical Collocation arrangements.

9.5.2.1.2.5 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.

9.5.2.1.2.6 CLEC shall refer trouble sectionalized in the **SBC-AMERITECH** UNE to **SBC-AMERITECH**.

9.5.2.1.2.7 Prior to **SBC-AMERITECH** providing access to UNEs under this Appendix, CLEC and **SBC-AMERITECH** shall provide each other with a point of contact for overall coordination.

9.5.2.1.2.8 CLEC shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs when CLEC combines or disconnects UNEs.

9.5.2.1.2.9 All tools, procedures, and equipment used by CLEC to connect to **SBC-AMERITECH** network shall comply with technical standards set out in SBC Local Exchange Carrier Technical Document TP76299MP, to reduce the risk of damage to the network and customer disruption.

9.5.2.1.2.10 CLEC shall be responsible for CLEC's personnel observing **SBC-AMERITECH** site rules and regulations, including but not limited to safety regulations and security requirements, and for working in harmony with others while present at the site. If **SBC-AMERITECH** for any reasonable and lawful reason requests CLEC to discontinue furnishing any person provided by CLEC for performing work on **SBC-AMERITECH** premises, CLEC shall immediately comply with such request. Such person shall leave **SBC-AMERITECH**'s premises promptly, and CLEC shall not

furnish such person again to perform work on **SBC-AMERITECH**'s premises without **SBC-AMERITECH**'s consent.

9.5.2.1.2.11 CLEC shall provide positive written acknowledgment that the requirements stated in Section xxx have been satisfied for each employee requiring access to **SBC-AMERITECH** premises and/or facilities. **SBC-AMERITECH** identification cards will be issued for any CLEC employees who are designated by CLEC as meeting the necessary requirements for access. Entry to **SBC-AMERITECH** premises will be granted only to CLEC employees with such identification.

9.5.2.1.2.12 CLEC shall designate each UNE being ordered from **SBC-AMERITECH**. CLEC shall provide an interface to receive assignment information from **SBC-AMERITECH** regarding location of the extended UNEs. This interface may be manual or mechanized.

9.5.2.1.2.13 **SBC-AMERITECH** will provide CLEC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with **SBC-AMERITECH** shall be referred to such contact numbers.

9.5.2.1.2.14 The CLEC shall provide its own administrative Telecommunication Service at each facility and all materials needed by CLEC at the work site. The use of cellular telephones is not permitted in **SBC-AMERITECH** equipment areas.

9.5.2.1.2.15 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to UNEs.

9.5.2.1.2.16 Where applicable, costs for modifying a building or preparing the premises for access to **SBC-AMERITECH** UNEs will be made on an individual case basis (ICB).

9.5.2.1.2.17 **SBC-AMERITECH** will provide Access to UNEs (floor space, floor space conditioning, cage common systems materials, and safety and security charges) in increments of one (1) square foot. For this reason, **SBC-AMERITECH** will ensure that the first CLEC obtaining Access to UNEs in an **SBC-AMERITECH** premises will not be responsible for the entire cost of site preparation and security.

9.5.2.1.2.18 **SBC-AMERITECH** will contract for and perform the construction and preparation activities using same or consistent practices that are used by **SBC-AMERITECH** for other construction and preparation work performed in the building.

9.5.2.2 Provisioning of Unbundled Loops. The following coordination procedures shall apply for conversions of “live” Telephone Exchange Services to unbundled Network Elements:

9.5.2.2.1 CLEC shall request unbundled Loops from SBC-AMERITECH by delivering to SBC-AMERITECH a valid electronic transmittal service order (a “Service Order”) using the electronic interface described in **Article XXXIII** (Operational Support Systems). In the event electronic transmittal interfaces are unavailable, orders may be submitted manually (faxed). Within five (5) hours of SBC-AMERITECH’s receipt of an electronically submitted Service Order or within twenty-four (24) hours of SBC-AMERITECH’s receipt of a manually submitted (faxed) Service Order, SBC-AMERITECH shall provide CLEC the firm order confirmation (“**FOC**”) date according to the applicable SBC-AMERITECH Network Element Performance Benchmarks set forth in **Section 9.10** of this Agreement by which the Loop(s) covered by such Service Order will be installed.

9.5.2.2.2 SBC-AMERITECH shall provision unbundled Loops in accordance with the time frames set forth on **Schedule 9.10** or within such other intervals as agreed upon by the Parties.

9.5.2.2.3 SBC-AMERITECH agrees to coordinate with CLEC prior to the due date a scheduled conversion date and time.

9.5.2.2.4 Not less than one (1) hour prior to the Scheduled Conversion Time, either Party may contact the other Party and unilaterally designate a new Scheduled Conversion Time (the “**New Conversion Time**”). If the New Conversion Time is within the Conversion Window, no charges shall be assessed on or waived by either Party. If, however, the New Conversion Time is outside of the Conversion Window, the Party requesting such New Conversion Time shall be subject to the following:

If SBC-AMERITECH requests the New Conversion Time, the applicable Line Connection Charge shall be waived; and

If CLEC requests the New Conversion Time, CLEC shall be assessed a Line Connection Charge in addition to the Line Connection Charge that will be incurred for the New Conversion Time.

9.5.2.2.5 The Parties agree that they will negotiate terms and conditions relative to coordinated cutovers (“hot cuts”) upon completion of state commission collaboratives in which hot cuts procedures are being addressed.

9.5.2.2.6 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected from disconnection of “live” Telephone Exchange Service to the connection of an unbundled Network Element at the CLEC Collocation interface point will be sixty (60) minutes or less. If a conversion interval exceeds sixty (60) minutes and such delay is caused solely by SBC-AMERITECH (and not by a Delaying Event), SBC-AMERITECH shall waive the applicable Line Connection Charge for such element. If CLEC has ordered LNP with the installation of a Loop, SBC-AMERITECH will coordinate the implementation of LNP with the Loop conversion during the sixty (60) minute interval at no additional charge.

9.5.2.2.7 Requests for maintenance or repair of unbundled Loops are initiated via telephone call to the LSC or electronically using the industry standard “electronic bonding” interface (“**EBI**”) in accordance with Article XXXIII (Operational Support Systems), and are handled by the LSC. The LSC works with local SBC-AMERITECH personnel to perform any manual testing that may be required to isolate the trouble.

9.5.3 Unbundled Local Switching.

9.5.3.1 Access to Unbundled Local Switching.

9.5.3.1.1 CLEC may access SBC-AMERITECH’s Unbundled Local Switching via Collocation or in accordance with Article IX of this Agreement at the SBC-AMERITECH Wire Center where that element exists and such line-side and/or trunk-side port will be delivered to CLEC’s Collocation by means of a Cross-Connection, which may be an additional charge. Where CLEC purchases ULS with other contiguous UNEs or services - as a Combination - collocation will not be required.

9.5.3.1.2 SBC-AMERITECH shall provide CLEC access to its Unbundled Local Switching at each of SBC-AMERITECH’s Wire Centers and will provide CLEC all available basic local switching functions and basic capabilities the switch is capable of providing which SBC-AMERITECH currently makes available to its local Customers, or for which SBC-AMERITECH OSS functions are capable of provisioning pursuant to a Bona Fide Request.

9.5.3.1.3 Unbundled Local Switching also provides access to additional features and capabilities that the switch has available for activation. CLEC has the capability of activating these features on a line-by-line basis via an electronic interface. The additional features available for activation on the basic Unbundled Local Switching include:

- (a) vertical features;
- (b) Custom Calling, Custom Local Area Signaling Service features (“**CLASS**”) features; and
- (c) Centrex features.

9.5.3.1.4 Other basic and/or additional capabilities, functions and features that are not then available for activation on the switch may be requested as optional special capabilities. SBC-AMERITECH will provide these special capabilities if technically feasible and upon CLEC's Bona Fide Request. CLEC will pay the applicable recurring and nonrecurring costs of developing, installing, providing and maintaining the requested capability.

9.5.3.1.5 Unless already provided by SBC-AMERITECH as a service offering, and if not, upon CLEC's Bona Fide Request, SBC-AMERITECH will provide any technically feasible customized local routing of traffic through Unbundled Local Switching by class of call (e.g., operator, directory assistance, 911, toll, local, etc.). SBC-AMERITECH will develop and provide any requested customized routing the switch is capable of providing, upon agreement by CLEC to pay recurring and nonrecurring TELRIC based costs of developing, installing, updating, providing and maintaining such custom routing.

9.5.3.1.6 SBC-AMERITECH provides, on an optional basis, the ability to connect line-side ports and/or trunk-side ports within the same switch with a group of common attributes. An example, is a request for Unbundled Local Switching to provide a Centrex service with intercom calling within the system and with certain common features. The attributes available include intercom calling, group call pick-up, and Automatic Route Selection. Intercom calling is defined as the ability of the line-side ports to call one another by dialing 3-7 digits. Group call pick up is defined as allowing one line-side port to answer a call directed to another line-side port in the same call pick-up group. ARS is defined as the ability to route calls to a specific group of trunk-side ports.

9.5.3.1.7 SBC-AMERITECH will switch traffic through its local switching element in accordance with SBC-AMERITECH standard switching translations and screening in use in that switch. The custom routing optional feature enables CLEC to specify special routing, by class of call, of some or all traffic incoming into its unbundled local switch using any technically feasible routing capability of that switch. Variations in the End Office switching equipment used to provide service in specific locations may cause differences in the operation of certain features. Special routing capabilities that are not otherwise available (i.e., features that the switch is capable of providing) will be developed on an individual basis through the Bona Fide Request process and will be installed, updated, maintained and provided following CLEC's agreement to pay the applicable costs.

9.5.3.2 Provisioning of Unbundled Local Switching. The following coordination procedures shall apply for conversions of "live" Telephone Exchange Services to unbundled Network Elements:

9.5.3.2.1 CLEC shall request Unbundled Local Switching from SBC-AMERITECH by delivering to SBC-AMERITECH a valid electronic transmittal service order (a “**Service Order**”) using the electronic interface described in Article XXXIII (Operational Support Systems). In addition, pre-ordering functions are supported via electronic data interchange (“**EDI**”) format as utilized for Resale Services. Within five hours of SBC-AMERITECH’s receipt of any electronically submitted Service Order and within twenty-four (24) hours of SBC-AMERITECH’s receipt of a manually submitted (faxed) Service Order, SBC-AMERITECH shall provide CLEC the firm order confirmation (“**FOC**”) date by which the Unbundled Local Switching ports covered by such Service Order will be installed.

Where connection of the Unbundled Local Switching port(s) to customized routing is required by CLEC, the specific custom routing pattern desired must already exist. In those instances where the custom routing pattern does not already exist, CLEC may request the development and establishment of such custom routing pattern via a Bona Fide Request. While the custom routing pattern is being developed, CLEC may do one of the following: (a) defer activation of the Unbundled Local Switching port until the routing pattern is established, (b) offer the Customer resale on an interim basis, or (c) convert the existing basic office routing pattern. If CLEC elects option (c) and later desires to convert the Unbundled Local Switching port using SBC-AMERITECH’s office routing pattern to a customized routing pattern, an additional Line Connection Charge will apply.

9.5.3.2.2 SBC-AMERITECH agrees to coordinate with CLEC at least forty-eight hours prior to the due date a scheduled conversion date and time (the “**Scheduled Conversion Time**”) in the “**A.M.**” (12:00 midnight to 12:00 noon) or “**P.M.**” (12:00 noon to 12:00 midnight) (as applicable, the “**Conversion Window**”).

9.5.3.2.3 Not less than one (1) hour prior to the Scheduled Conversion Time, either Party may contact the other Party and unilaterally designate a new Scheduled Conversion Time (the “**New Conversion Time**”). If the New Conversion Time is within the Conversion Window, no charges shall be assessed on or waived by either Party. If, however, the New Conversion Time is outside of the Conversion Window, the Party requesting such New Conversion Time shall be subject to the following:

If SBC-AMERITECH requests the New Conversion Time, the applicable Line Connection Charge shall be waived; and

If CLEC requests the New Conversion Time, CLEC shall be assessed a Line Connection Charge in addition to the Line Connection Charge that will be incurred for the New Conversion Time.

9.5.3.2.4 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected from disconnection of “live” Telephone Exchange Service to the connection of an unbundled Network Element at the CLEC Collocation interface point will be sixty (60) minutes or less. If a conversion interval exceeds sixty (60) minutes and such delay is caused solely by SBC-AMERITECH (and not by a Delaying Event), SBC-AMERITECH shall waive the applicable Line Connection Charge for such element.

If CLEC has ordered INP with the installation of a Loop, SBC-AMERITECH will coordinate the implementation of INP with the Loop conversion during the sixty (60) minute interval at no additional coordination charge (other than the applicable standard service order and line connection charges).

SBC-AMERITECH shall provide to CLEC equivalent functionality of blocking calls (e.g., 900, 976 and international calls) as provided to SBC-AMERITECH’s retail Customers.

9.4.3.2.5 When ordering a Local Switching Element, CLEC may order from SBC-AMERITECH separate interLATA and intraLATA capabilities (i.e., 2 PICs where available) on a line or trunk basis.

9.4.3.2.6 Unless otherwise directed by CLEC and to the extent technically feasible, when CLEC orders a Network Element or Combination, all pre-assigned trunk or telephone numbers currently associated with that Network Element or Combination shall be retained without loss of feature capability.

9.5.4 Signaling Networks and Call-Related Databases.

9.5.4.1 Signaling Networks.

9.5.4.1.1 If CLEC purchases Switching Capability from SBC-AMERITECH, SBC-AMERITECH shall provide access to its signaling network from that switch in the same manner in which SBC-AMERITECH obtains access to such switch itself. In addition, SBC-AMERITECH shall provide CLEC access to SBC-AMERITECH’s signaling network for each of CLEC’s switches when CLEC uses its own switching facilities. This connection shall be made in the same manner as SBC-AMERITECH connects one of its own switches to an STP. Notwithstanding the foregoing, SBC-AMERITECH shall not be required to unbundle those signaling links that connect Service Control Points to STPs or to permit CLEC to link its own STPs directly to SBC-AMERITECH’s switch or call-related databases.

9.5.4.1.2 If CLEC has its own switching facilities, SBC-AMERITECH shall provide CLEC access to STPs to each of CLEC's switches, in the same manner in which SBC-AMERITECH connects one of its own switches to an STP, or in any other technically feasible manner (e.g., bringing an "A" link from CLEC's switch to SBC-AMERITECH's STP, or linking CLEC's switch to its own STP and then connecting that STP to SBC-AMERITECH's STP via a "B" or "D" link); provided that SBC-AMERITECH shall not be required to: (i) unbundle the signaling link connecting SCPs to STPs, (ii) permit direct linkage of CLEC's own STPs to SBC-AMERITECH's switch or call-related databases, or (iii) unbundle an SCP from its associated STP.

9.5.4.1.3 The Parties shall agree upon appropriate mediation facilities and arrangements for the Interconnection of their signaling networks, databases and facilities, as necessary to adequately safeguard against intentional and unintentional misuse of the signaling networks and facilities of each Party. Such arrangements shall provide at a minimum:

- Certification that CLEC's switch is compatible with SBC-AMERITECH's SS7 network;
- Certification that CLEC's switch is compatible with SBC-AMERITECH's AIN SCP;
- Certification that CLEC's switch is compatible with a desired AIN application residing on SBC-AMERITECH's SCP;
- Agreement on procedures for handling maintenance and troubleshooting related to AIN services;
- Usage of forecasts provided by CLEC, so that SBC-AMERITECH can provide sufficient SS7 resources for CLEC and all other requesting carriers;
- Mechanisms to control signaling traffic at agreed-upon levels, so that SBC-AMERITECH's SS7 resources can be fairly shared by all requesting carriers;
- Mechanisms to restrict signaling traffic during testing and certification, as necessary to minimize risks to the service quality experienced by Customers served by SBC-AMERITECH's network and those of other carriers while compatibility and interconnection items are verified; and
- Mechanisms to ensure protection of the confidentiality of Proprietary Information of both carriers and Customers.

- . Procedures to ensure, prior to deployment, that each service will properly operate within SBC-AMERITECH's network.
- . Procedures to verify proper deployment of each service in the network.

9.5.4.2 Call-Related Databases.

9.5.4.2.1 For purposes of switch query and database response through a signaling network, SBC-AMERITECH shall provide CLEC access to its call-related databases, including the Line Information Database, Toll Free Calling database, downstream number portability databases, and Advanced Intelligent Network as set forth in **Schedule 9.2.8.**

9.5.4.2.2 If CLEC purchases Unbundled Local Switching, CLEC may, upon request, use SBC-AMERITECH's SCP in the same manner, and via the same signaling links, as SBC-AMERITECH. If CLEC has deployed its own switch, and has linked that switch to SBC-AMERITECH's signaling system, CLEC shall be given access to SBC-AMERITECH's SCP in a manner that allows CLEC to provide any call-related, database-supported services to Customers served by CLEC's switch. If the Parties are unable to agree to appropriate mediation mechanisms with respect to access to the AIN SCPs, the Parties shall adopt the mechanisms adopted by the Commission. SBC-AMERITECH shall provide CLEC access to call-related databases in a manner that complies with the CPNI requirements of Section 222 of the Act.

9.5.4.3 Advanced Intelligent Network ("**AIN**") platform, AIN Service Creation Environment ("**SCE**") and AIN Service Management Systems ("**SMS**").

9.5.4.3.1 Intentionally left blank.

9.5.4.3.2 Intentionally left blank.

9.5.4.3.3 SBC-AMERITECH shall provide access to SBC-AMERITECH's Advanced Intelligent Network ("**AIN**") platform, AIN Service Creation Environment ("**SCE**") and AIN Service Management ("**SMS**") based upon CLEC-specific rates, terms, conditions and means of access to be negotiated by the Parties pursuant to Section 252 of the Act, and incorporated into this Agreement by Appendix or amendment, as applicable, subject to approval by the appropriate State Commission.

9.5.5 Operator Services and Directory Services.

9.5.5.1 SBC-AMERITECH shall provide CLEC access to SBC-AMERITECH's Operator Service and Directory Assistance as defined and set forth in FCC Rule 51.319. Without limiting the foregoing it includes the features listed in **Schedule 9.2.9.**

9.5.5.1.1 At CLEC's request, SBC-AMERITECH will provide OS or DA services on CLEC's behalf. In all cases where SBC-AMERITECH does not, throughout the SBC-AMERITECH service area in any LATA, provide CLEC with customized routing that (meets all requirements set forth in Schedule 9.2.4) provides access to competitive OS/DA services, and in accordance with the timeliness and quality standards set forth in **Article XXXII** (Performance Standards, Measurements, and Penalties) of this Agreement, SBC-AMERITECH shall at CLEC's election provide OS or DA within such LATA at prices based on total element long-run incremental costs as provided on the **Pricing Schedule** of this Agreement.

Where SBC-AMERITECH is able to demonstrate to the Illinois Commerce Commission that it provides CLEC, throughout SBC-AMERITECH service area in any LATA, with customized routing that meets the foregoing requirements, that the pricing of OS or DA at market-based rates is in the public interest, and that SBC-AMERITECH meets all other applicable legal requirements, SBC-AMERITECH may, upon authorization from the Illinois Commerce Commission not less than one hundred eighty (180) written notice to CLEC, or until the SBC-AMERITECH has implemented custom routing pursuant to a request to move the traffic to CLEC platform, elect to offer OS or DA within such LATA at the market-based prices based on negotiated prices set forth in the Pricing Schedule Part X (Pricing) of this Agreement.

9.5.5.1.2 Intentionally left blank.

9.5.5.2 SBC-AMERITECH shall provide unbundled Operator Services ("OS") and Directory Assistance ("DA") to CLEC in conjunction with Telephone Exchange Service provided to CLEC as a purchaser of Resale Services and as an Unbundled Local Switching Network Element or directly as a separate Network Element. A list identifying the NPA/Exchange areas of SBC-AMERITECH Directory Assistance, and dependent Information Call Completion services will be provided to CLEC and will be updated as such DA services are provided in additional NPA/Exchange Areas.

9.5.5.3 CLEC will obtain any required custom routing and obtain or provide the necessary direct trunking and termination facilities either through UNEs or other methods) to the mutually agreed upon meet point with SBC-AMERITECH facilities for access to unbundled OS and DA services. CLEC is responsible for delivering its OS and DA traffic direct from the End Office to the operator service switch. Specifically, CLEC shall deliver its traffic direct from the End Office to the operator service switch location, and there can be no Tandem Switching for OS. The operator service location to which CLEC will deliver its OS or DA traffic will be determined by SBC-AMERITECH based on the existing capacity of its service centers. SBC-AMERITECH will, if technically feasible, enable CLEC to deliver its OS or DA traffic to the operator service switch most closely located to CLEC's NPA/exchange originating the call. CLEC can provide the necessary facilities through UNEs.

9.5.5.4 SBC-AMERITECH will provide and maintain the equipment at its OS and DA centers necessary to perform the services under this Agreement, with the goal of ensuring that the OS and DA service meets current industry standards.

9.5.5.5 SBC-AMERITECH will provide OS and DA in accordance with its then current internal operating procedures and/or standards.

9.5.5.6 SBC-AMERITECH will maintain a quality of service that will satisfy the standards, if any, established by the Commission having jurisdiction over the provision of such service. CLEC has the right, once annually, to visit each SBC-AMERITECH owned or subcontracted office upon reasonable notice to SBC-AMERITECH or with greater frequency by mutual consent of the Parties. Upon request, SBC-AMERITECH will provide monthly system results regarding speed of answer, average work time and, for DA only, abandon from queue measurements.

9.5.5.7 CLEC is solely responsible for providing all equipment and facilities to deliver OS and DA traffic to the point of Interconnection with SBC-AMERITECH facilities. CLEC may provide the necessary equipment and facilities through UNEs.

9.5.5.8 CLEC will provide and maintain the equipment at its offices necessary to permit SBC-AMERITECH to perform its services in accordance with the equipment operations and traffic operations which are in effect in SBC-AMERITECH's DA and OS offices. CLEC will locate, construct, and maintain its facilities to afford reasonable protection against hazard and interference.

9.5.5.9 Upon request and to the extent technically feasible, SBC-AMERITECH will unbundle OS and DA from resellers of its Telephone Exchange Service, and for CLEC, so CLEC can provide its own OS or DA service or obtain it from a third party. Also, upon request, SBC-AMERITECH will provide unbundled OS and/or DA as a stand alone unbundled Network Element to CLEC. In either case, CLEC is required to obtain any required custom routing and to arrange for or provide other facilities, services and Network Elements necessary to deliver its OS and DA traffic to SBC-AMERITECH's designated office, or to the office of another provider, as applicable.

9.5.5.10 Upon request, and as technically feasible, SBC-AMERITECH will provide through an electronic interface, unbundled access to its databases used to provide DA and OS for purpose of enabling CLEC to provide its own OS or DA service, or as otherwise authorized by the FCC or the Commission. Such unbundled access to DA and OS databases is provided as is technically feasible based upon the facilities, equipment and software involved, and upon agreement by CLEC to pay to SBC-AMERITECH its costs of developing, installing, providing and maintaining such Network Element.

9.5.5.11 Specifically, upon request, SBC-AMERITECH will provide through an electronic interface, unbundled access to its DA database to permit CLEC to have

its local exchange directory assistance listings in the areas incorporated into the database, and/or to read the DA listing (with the exception of non-published listing) in that database for the purpose of providing its own DA service. Such unbundled access will be provided in a technically feasible manner based upon the facilities, equipment and software involved, and upon agreement by CLEC to pay to SBC-AMERITECH its costs of developing, installing, providing and maintaining such network element.

9.5.5.12 Access of resellers and CLEC to DA and OS of SBC-AMERITECH, and the DA and OS Network Elements provided hereunder, whether provided on a bundled or unbundled basis, will, as applicable and as feasible, be provided through the standard interfaces, parameters, intervals, service descriptions, protocols, procedures, practices and methods that SBC-AMERITECH uses for other customers of its DA and OS services. Upon request, SBC-AMERITECH will, as technically feasible, provide a different quality of service, upon agreement by CLEC to pay to SBC-AMERITECH its costs of developing, installing, maintaining and repairing access to and provision of the Network Element at such quality of service.

9.5.5.13 CLEC will furnish to SBC-AMERITECH all information necessary for provision of OS and DA. This information, to the extent it is identified as such, shall be treated as Proprietary Information. For OS this information includes emergency agency phone numbers, rate information (such as mileage bands and operator surcharge information), and originating screening information. CLEC will furnish to SBC-AMERITECH all information necessary for the provision of OS and DA.

9.5.5.13.1 To the extent that CLEC does not mirror SBC-AMERITECH's operator surcharge rates, then SBC-AMERITECH will, if technically feasible, enter CLEC's surcharge rates into SBC-AMERITECH's rate tables, and will charge CLEC for changing those tables at the rates then charged by SBC-AMERITECH for such service.

9.5.5.13.2 For DA services, CLEC will furnish SBC-AMERITECH ninety (90) days (or such earlier time as the Parties may agree upon) before DA service is initiated details necessary to provide that service. This information includes listing information for the areas to be served by SBC-AMERITECH and network information necessary to provide for the direct trunking of the DA calls.

9.5.5.13.3 CLEC will keep these records current and will inform SBC-AMERITECH, in writing, at least thirty (30) days prior to any changes in the format to be made in such records. CLEC will inform SBC-AMERITECH of other changes in the records on a mutually agreed-upon schedule.

9.5.5.14 Upon request, and as technically feasible, SBC-AMERITECH will re-brand such OS and DA services based upon CLEC's obtaining or providing any required facilities, services, Network Elements and custom routing, and their agreement to pay rates that compensate SBC-AMERITECH for any costs it incurs in developing, installing, providing and maintaining such rebranded service. For branding of calls, CLEC must provide two (2) cassette tapes of an announcement, no longer than three (3) seconds, for installation on each OS and DA switch serving CLEC's Customers.

9.5.5.15 Branding: Re-branding is available as follows:

- (a) Mechanized front-end branding is available for all manual and automated OS calls.
- (b) Mechanized back-end branding is available for automated calling card calls handled via ACCS.
- (c) On mechanized collect and billed-to-third calls, back-end branding is not currently available.
 - (1) Such calls can be manually handled and branded.
 - (2) If Customer desires mechanized branding, the feature can be installed if CLEC pays for feature purchase and installation.

Normally, OS and DA services, both bundled and unbundled, will be branded with SBC-AMERITECH's name as the provider of the service. Upon request from CLEC, and as technically feasible, SBC-AMERITECH will re-brand OS and DA traffic from CLEC's telephone exchange lines, or to CLEC's unbundled OS or DA network element. Re-branded service requires that CLEC arrange to have the subject OS or DA traffic delivered to SBC-AMERITECH's Central Office on separate trunks, which may require that it obtain custom routing, and obtain or provide such trunks and other applicable.

Re-branding is provided at rates that recover SBC-AMERITECH's costs of developing, installing, providing and maintaining such service.

9.5.5.16 CLEC grants to SBC-AMERITECH during the term of this Agreement a non-exclusive license to use the DA listings provided pursuant to this Agreement. DA listings provided to SBC-AMERITECH by CLEC under this Agreement will be maintained by SBC-AMERITECH only for providing DA information, and will not be disclosed to third parties. This Section does not prohibit SBC-AMERITECH and CLEC from entering into a separate agreement which would allow SBC-AMERITECH to provide or sell CLEC's DA listing information to third parties, but such provision or sale would only occur under the terms and conditions of the separate agreement.

9.5.5.17 SBC-AMERITECH will supply CLEC with call detail information so that CLEC can rate and bill the call. This information excludes rating and invoicing of Customers, unless negotiated on an individual case basis.